

HealthPort

Application Service Provider Privacy & Security Policies

Access	<p>A. <u>Privacy & Security of Protected Health Information.</u></p> <p>1. <u>Permitted Uses and Disclosures.</u> Business Associate is permitted or required to use or disclose Protected Health Information ("PHI") it creates or receives for or from Company or to request PHI on Company's behalf as follows:</p> <p style="padding-left: 40px;">a) <u>Functions and Activities on Company's Behalf.</u> Business Associate is permitted to request the Minimum Necessary PHI on Company's behalf, and to use and to disclose the Minimum Necessary PHI to perform functions, activities, or services for or on behalf of Company, as specified in Agreement.</p> <p style="padding-left: 40px;">b) <u>Business Associate's Operations.</u> Business Associate may use the Minimum Necessary PHI for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities.</p> <p><u>Individual Rights.</u></p> <p>1. <u>Access.</u> Business Associate will, within a reasonable time after Company's request, make available to Company or, at Company's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies, any PHI about the individual that is in Business Associate's custody or control, so that Company may meet its access obligations under 45 C.F.R. § 164.524.</p>
Authorization	<p>2. <u>Authorization.</u> Company shall provide Business Associate with any changes to, or revocation of, authorization by an individual to use or disclose PHI, to the extent such changes affect Business Associate's permitted or required uses and disclosures.</p>
Authentication	<p>2. <u>Information Safeguards.</u> Business Associate will develop, document, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with applicable laws.</p> <p>3. <u>Security Measures.</u> Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information ("ePHI") that it creates, receives, maintains, or transmits on Company's behalf. In addition, Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides such information agrees to implement reasonable and appropriate safeguards to protect ePHI.</p>

<p>Audit</p>	<p>6. <u>Inspection of Books and Records.</u> Business Associate will make its internal practices, books, and records, relating to its use and disclosure of PHI, available to Company and to the U.S. Department of Health and Human Services to determine compliance with 45 C.F.R. Parts 160-64 or this Agreement.</p>
<p>Secondary Uses of Data</p>	<p>3. <u>Disclosure Accounting.</u></p> <p>a) <u>Disclosure Tracking.</u> Starting April 14, 2003, Business Associate will record information concerning each disclosure of PHI, not excepted from disclosure tracking under this Agreement Section C.3(b) below, that Business Associate makes to Company or a third party. For repetitive disclosures made by Business Associate to the same person or entity for a single purpose, Business Associate may provide (i) the disclosure information for the first of these repetitive disclosures; (ii) the frequency, periodicity or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Business Associate will make this disclosure information available to Company within a reasonable time after Company's request.</p> <p>b) <u>Exceptions from Disclosure Tracking.</u> Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this Agreement or Company in writing permits or requires (i) for purposes of treating the individual who is the subject of the PHI disclosed, payment for that treatment, or for the health care operations of Business Associate; (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the PHI disclosed; (iv) to persons involved in that individual's health care or payment related to that individual's health care; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.</p> <p><u>Disclosure Tracking Time Periods.</u> Business Associate must have available for Company the disclosure information required by this Agreement Section C.3(a) for the six (6) years preceding Company's request for the disclosure information (except Business Associate need have no disclosure information for disclosures occurring before April 14, 2003).</p>
<p>Data Ownership</p>	<p>b) <u>Obligations upon Termination.</u></p> <p>(i) <u>Return or Destruction.</u> Upon termination, cancellation, expiration or other conclusion of Agreement, Business Associate will, at its sole discretion and if feasible, return to Company or destroy all PHI. If Business Associate agrees to return Company's PHI, all costs related to the return of such PHI will be paid by Company. Business Associate may identify any PHI that cannot feasibly be returned to Company or destroyed. Business Associate will limit its further use or disclosure of that PHI that is not returned or destroyed.</p>